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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 NORTHWEST
11 ADMINISTRATORS, INC.,

12 Plaintiff,

13 v.

14 ROSS ISLAND SAND & GRAVEL
15 COMPANY,

Defendant.

CASE NO. C18-1365JLR

ORDER DENYING WITHOUT
PREJUDICE PLAINTIFF'S
MOTION FOR ENTRY OF
DEFAULT JUDGMENT

16 Before the court is Plaintiff Northwest Administrators, Inc.'s ("Northwest
17 Administrators") motion for entry of default judgment against Defendant Ross Island
18 Sand & Gravel Company ("Ross Island"). (Mot. (Dkt. # 7).)

19 The Local Civil Rules provide that a "[p]laintiff must support a motion for default
20 judgment with a declaration and other evidence establishing [the] plaintiff's entitlement
21 to a sum certain." *See* Local Rules W.D. Wash. LCR 55(b)(2). If the plaintiff's claim "is
22 based on a contract, [the] plaintiff shall provide the court with a copy of the contract and

1 cite the relevant provisions.” *Id.* LCR 55(b)(2)(A). Local Rule 55 imposes a heavy
2 evidentiary burden on a party seeking entry of default judgment because such relief is
3 obtained without the benefit of the adversarial process. *See, e.g., Vawter v. Quality Loan*
4 *Serv. Corp. of Wash.*, C09-1585JLR, 2011 WL 13190117, at *2 (W.D. Wash. Mar. 7,
5 2011).

6 Here, Northwest Administrators submits the declaration of Miriam Williams in
7 support of its motion for entry of default judgment. (Williams Decl. (Dkt. # 8).) Ms.
8 Williams attaches to her declaration trust agreements that Ross Island entered into with
9 Teamsters Local Union Nos. 81, 162, and 305. (*Id.* ¶¶ 4-6, Exs. A-C.) These agreements
10 form the basis of Ross Island’s monetary obligations to Northwest Administrators. (Reid
11 Decl. (Dkt. # 7) ¶ 7.)

12 In reviewing Ms. Williams’s declaration, the court observed errors concerning the
13 effective dates of the trust agreements. First, Ms. Williams states that the trust agreement
14 between Ross Island and Local Union No. 162 was entered into “on or about March 17,
15 2015,” and was accepted by the Trustees of the Western Conference of Teamsters
16 Pension Trust Fund (“the Trustees”) on June 8, 2016. (Williams Decl. ¶ 4.) The
17 appended trust agreement pertaining to Local Union No. 162, however, is dated June 6,
18 2012, and bears no indication of acceptance by the Trustees. (*Id.*, Ex. A.) Second, Ms.
19 Williams states that the trust agreement between Ross Island and Local Union No. 81
20 was entered into “on or about April 14, 2016,” and was accepted by the Trustees on June
21 8, 2016. (*Id.* ¶ 5.) The appended trust agreement pertaining to Local Union No. 81,

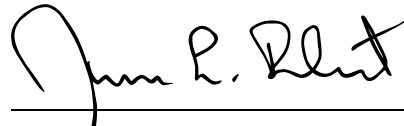
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1 however, is dated September 22, 2010, and bears no indication of acceptance by the
2 Trustees. (*Id.*, Ex. B.)

3 In light of the heavy evidentiary burden imposed by Local Rule 55, *see* Local
4 Rules W.D. Wash. LCR 55(b)(2), the court directs Northwest Administrators to correct
5 these errors or provide a detailed explanation as to why the identified deficiencies are not,
6 in fact, errors. The court also directs Northwest Administrators to scrupulously review its
7 entire submission for accuracy prior to refiling an amended motion for default judgment.

8 Based on the foregoing analysis, the court DENIES Northwest Administrators'
9 motion for default judgment (Dkt. # 7) without prejudice to refiling with the corrections
10 discussed herein. The court ORDERS Northwest Administrators to refile an amended
11 motion for default judgment within fourteen (14) days of the date of this order.

12 Dated this 4th day of January, 2019.

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15 The Honorable James L. Robart
16 U.S. District Court Judge
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